

SEP 30 '08

8-00 AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, NW  
SUITE 30.  
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL  
URBAN A. LESTER

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September 30, 2008

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: TRIP 14th Funding

Dear Ms Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of September 29, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-VV.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC  
2525 Stemmons Freeway  
Dallas, Texas 75207

Seller/Assignor: Trinity North American Freight Car, Inc.  
2525 Stemmons Freeway  
Dallas, Texas 75207

Anne K. Quinlan, Esq.  
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A description of the railroad equipment covered by the enclosed document is:

42 railcars within the following series as more particularly set forth in the equipment schedule attached to the document:

GNAX 009700 - GNAX 009746  
TILX 034643 - TILX 034697

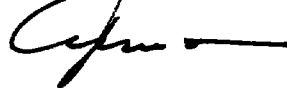
A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/anm  
Enclosures

SEP 3 0 '08

8-00 AM

## SURFACE TRANSPORTATION BOARD

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

TRINITY NORTH AMERICAN FREIGHT CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

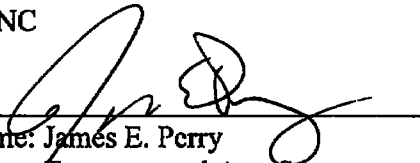
Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

\* \* \*

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 29<sup>th</sup> day of September, 2008.


TRINITY NORTH AMERICAN FREIGHT  
CAR, INC

By:   
Name: James E. Perry  
Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing  
Member

By: Trinity Industries Leasing Company,  
its Manager

By:   
Name: Eric R. Marchetto  
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY NORTH AMERICAN FREIGHT CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY NORTH AMERICAN FREIGHT CAR, INC.

WITNESS my hand and official seal this 29<sup>th</sup> day of September, 2008.

*Danielle Henderson*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



ACKNOWLEDGMENT

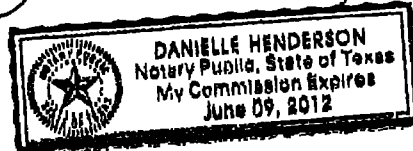
STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be Executive Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 29<sup>th</sup> day of September, 2008.

*Danielle Henderson*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



**SCHEDULE A**  
**to Bill of Sale and Assignment**  
**and Assumption Agreement**

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;**  
**PURCHASE AMOUNT<sup>1</sup>**

**[see attached]**

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<sup>1</sup> **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

## TRIP RAIL LEASING LLC

Close 14

## Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX034643	27641	September-08	Freight
2	TILX034644	27641	September-08	Freight
3	TILX034645	27641	September-08	Freight
4	TILX034646	27641	September-08	Freight
5	TILX034647	27641	September-08	Freight
6	TILX034648	27641	September-08	Freight
7	TILX034649	27641	August-08	Freight
8	TILX034650	27641	August-08	Freight
9	TILX034651	27641	August-08	Freight
10	TILX034653	27641	August-08	Freight
11	TILX034654	27641	August-08	Freight
12	TILX034655	27641	August-08	Freight
13	TILX034658	27641	August-08	Freight
14	TILX034659	27641	August-08	Freight
15	TILX034661	27641	August-08	Freight
16	TILX034662	27641	August-08	Freight
17	TILX034663	27641	August-08	Freight
18	TILX034664	27641	August-08	Freight
19	TILX034665	27641	August-08	Freight
20	TILX034666	27641	August-08	Freight
21	TILX034667	27641	August-08	Freight
22	TILX034668	27641	August-08	Freight
23	TILX034669	27641	August-08	Freight
24	TILX034674	27641	August-08	Freight
25	TILX034675	27641	August-08	Freight
26	TILX034677	27641	August-08	Freight
27	TILX034683	27641	September-08	Freight
28	TILX034684	27641	September-08	Freight
29	TILX034686	27641	September-08	Freight
30	TILX034687	27641	September-08	Freight
31	TILX034688	27641	September-08	Freight
32	TILX034689	27641	September-08	Freight
33	TILX034690	27641	September-08	Freight
34	TILX034692	27641	September-08	Freight
35	TILX034694	27641	September-08	Freight
36	TILX034695	27641	September-08	Freight
37	TILX034696	27641	September-08	Freight
38	TILX034697	27641	September-08	Freight
39	GNA X009700	5673	August-08	Freight
40	GNA X009732	5673	August-08	Freight
41	GNA X009740	5673	August-08	Freight
42	GNA X009746	5673	August-08	Freight

**SCHEDULE B**  
**to Bill of Sale and Assignment**  
**and Assumption Agreement**

**LEASES**

**[see attached]**



## **Schedule B**

### **Leases**

1. Thirty-eight (38) units identified with marks TILX 34643 – 34651, TILX 34653 – 34655, TILX 34658 – 34659, TILX 34661 – 34669, TILX 34674 – 34675, TILX 34677, TILX 34683 – 34684, TILX 34686 – 34690, TILX 34692, and TILX 34694 - 34697 leased pursuant to Rider Ten (10) to that certain Railroad Car Lease Agreement dated May 23, 2005 between Trinity Industries Leasing Company and Building Materials Corporation of America.

2. Four (4) units identified with marks GNAX 9700, GNAX 9732, GNAX 9740, and GNAX 9746 leased pursuant to Rider Two (2) to that certain Railroad Car Net Lease Agreement dated February 14, 2008 between Trinity Industries Leasing Company and Holcim (US) Inc.

**SCHEDULE C**

**OTHER TRANSFERRED ASSETS**

**None**

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 9/30/08



\_\_\_\_\_  
Robert W. Alvord